

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE DELSEA REGIONAL HIGH SCHOOL DISTRICT**

**AND**

**THE DELSEA REGIONAL**

**TRANSPORTATION ASSOCIATION (N.J.E.A.)**

**July 1, 2017 thru June 30, 2020**

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## **ARTICLE I**

### **RECOGNITION**

The Board of Education of the Delsea Regional High School District recognizes the Delsea Regional Transportation Association as the exclusive representative for the bargaining unit consisting of contracted Bus Drivers and Bus Attendants.

## ARTICLE II

### NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The parties agree that no later than one hundred and twenty (120) days before the required budget submission date of the public employer, the parties will re-enter negotiations on the existing agreement.
- B. Modification - This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition

1. A "grievance" is an allegation that a specific provision of this Agreement, a Board Policy or Administrative decision, that affects the terms and conditions of employment that have been violated except that the term "grievance" shall not apply to:
  1. any matter for which a method of review is prescribed by law or
  2. any rule or regulation of the State Commissioner of Education or
  3. any by-law of the Board of Education except those that have been pre-empted by Section 13 of Chapter 123, Laws of 1974 or any matter, which according to law, is either beyond the scope of Board authority or limited to a unilateral action by the Board alone or
2. A "grievant" is an employee of the Association who files a grievance.
3. "Day" means work day.
4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
5. "Party in interest" is a person, agent, or agency with an interest in the grievance.
6. Parties in interest shall be permitted representatives limited to three (3) persons at all levels of the procedure, and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.
7. There shall be one (1) designated employee grievance representative representing the unit.

#### B. Purpose:

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise regarding allegations that specific provisions of this Agreement have been violated. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

#### C. Procedure:

1. Year End Grievances - In the event a grievance is filed at such a time that it cannot be processed through all of the steps of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, the grievance could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

2. Specified Time Limits –

- a. Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance as settled in favor of the Board.
- b. Failure to issue a decision within the specified time limit of this procedure shall render the grievance settled in favor of the grievant.

D. Processing:

1. Level 1 - Informal

- a. A grievant shall discuss informally with transportation coordinator any alleged violations of this Agreement in order to resolve the grievance.
- b. The transportation coordinator shall communicate his/her decision to the grievant within three (3) days after the initial discussion.

2. Level 2 - Formal - A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) days of its occurrence or at the time when the aggrieved would have been reasonably expected to know of the occurrence. An employee with a grievance shall first submit the grievance in writing to the transportation coordinator. The grievant may submit the grievance directly or through the Association's designated representative. The grievance must be on the proper form. The following should be set forth on the grievance form.

- a. The nature of the grievance.
- b. The section of the contract that is specifically violated.
- c. The results of previous discussions, if any were held.
- d. If the grievance is processed above Level 1, the grievant should note his/her dissatisfaction with the decision previously rendered.
- e. The transportation coordinator shall communicate his/her decision to the grievant in writing within five (5) days after receipt of the written grievance.

3. Level 3 - Formal - Superintendent

The grievant may appeal the transportation coordinator's decision to the Superintendent of Schools. The appeal to the superintendent must be filed within five (5) days of the receipt of the decision of the transportation coordinator. This appeal to the superintendent must also be in writing and it must note the matters submitted to the transportation coordinator as specified above and his/her dissatisfaction with decision previously rendered. The superintendent shall schedule a conference within ten (10) days following such a request and notify the grievant and the Association five (5) days prior to the conference date. Within (5) days after the conference is completed, the superintendent shall communicate in writing to the parties in interest of his/her decision on the matter.

4. Level 4 - Board of Education

If the grievance is not resolved to the grievant's satisfaction at the superintendent's level, the employee may request that this grievance be forwarded on appeal to the Board of Education within ten (10) days after receipt of the superintendent's decision. This request shall be submitted in writing to the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance and shall, by mutual agreement of both parties, hold a hearing with the grievant and render a decision in writing within thirty (30) days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later. The decision of the Board will be final and binding unless the grievant appeals the decision to an advisory arbitrator within ten (10) days after the employee has received the Board's decision in writing.

5. Level 5 - Arbitration

- a. If the Association is dissatisfied with the decision of the Board of Education, the Association may request the appointment of an advisory arbitrator. The request must be filed by the Association with the Board Secretary within five (5) days after receipt of the Board's written decision to the Association.
- b. The advisory arbitrator shall be selected in accordance with the applicable rules of the Public Employment Relations Commission.
- c. The advisory arbitrator shall limit the hearing to the issues submitted to him or her and shall consider no other material or evidence.
- d. The advisory arbitrator can add nothing to, nor subtract anything from the Agreement between the parties.
- e. The hearing will entertain evidence, testimony and arguments only on those matters that are specifically considered grievable under this contract as defined in Section A-1 of this Article.
- f. The advisory arbitrator shall establish rules for the hearing, except where is provided herein.
- g. The advisory arbitrator shall rule first on the admissibility of the grievance to the fact finding hearing, if so requested by either party.
- h. The advisory arbitrator shall have no power to make a recommendation inconsistent with law.
- i. The fact finding of the arbitrator shall be issued in an advisory opinion including recommendations for settlement of the dispute.

E. Cost

1. Each party will bear the total cost of case preparation and representation incurred

- by that party. The fees and expenses of the advisory arbitrator are the only costs which will be shared by the two (2) parties and such costs will be shared equally.
2. If time is lost by an employee due to the arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be either without pay or charged to personal time. Employee case preparation and post-hearing briefings will not be conducted during scheduled assignments.

F. General Provisions

1. Right of Representation - Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Association. The Association agrees to save the Board of Education harmless for any legal action or suit that may occur as a result of the Association's exercise of its rights in this paragraph.
2. No prejudice will attend any party in interest by reason of the utilization of participation in the grievance procedure.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association will distribute the forms as they are required.
5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
6. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives, hereto referred to in this procedure.
7. All records of grievance processing shall be filed separately.



## ARTICLE IV

### SENIORITY AND ASSIGNMENT

- A. Seniority shall be defined as continuous, unbroken service with the employer. Voluntary termination, dismissals, absence without leave and layoffs in excess of six(6) months all constitute a break in service. Approved leaves of absence that are approved by the Board of Education do not constitute a break in service.
- B. A seniority roster will be prepared on an annual basis and it will be posted in the Transportation Department on the bulletin board. If the list must be revised during the calendar year, any revisions will be posted and the Association will be given a copy of the original list and any revisions to that list.
- C. If, during the course of this agreement, the employer must place a layoff into effect, then the last employee hired shall be the first employee placed in layoff. If a recall to work is issued by the employer then the employees will be recalled in inverse of layoff. The employee laid off last will be the first recalled to work. The employee will only be recalled to work if the employee possesses the skill and ability to perform the job that is now open.
- D.
  - 1. a. All routes will be assigned by the Transportation Coordinator. A route is considered a September - June to/from school scheduled run.
  - b. If the administration, at its discretion, determines that all extra duty driving assignments should be performed by members of the bargaining unit, then the most senior employee, will be offered the opportunity to perform the extra duty assignments. If the most senior employee rejects the opportunity, then the less senior employees in the department will be offered the opportunity to perform the assignments. If all of the employees in the department refuse the opportunity to perform the assignment, then the administration has the right to assign a qualified member of the bargaining unit, to perform the work at its discretion. The selection shall be made by indicating to the least senior employee that he or she will perform the extra duty driving assignments.
  - 2. Midday runs, 4:30, 5:30, and 6:30 activity runs, will be chosen by seniority. Midday runs will be defined as any runs that take place anytime between regularly scheduled A.M. and P.M. runs, which would include but not be limited to vocational and non-public school runs. **Neither midday runs nor activity** shall be assigned if it would cause the driver to go over 40 hours per week. If an employee is out on leave of any kind, the midday run shall be given to the substitute assigned to the regular to/from run. If the driver has an activity run, the run will be assigned by seniority.
  - 3. All extended school year runs will be assigned by seniority. Compensation shall be at the driver's rate on the guide and compensation for attendants shall be at his/her rate on the salary guide.
- E. If the administration, at its discretion, determines that an out of state trip should be performed by members of the bargaining unit, then the administration will utilize a voluntary sign up list created for this purpose at the beginning of the school year, or as soon

as practical thereafter. Additional staffing requirements for each such trip shall be met by assigning the least senior drivers in inverse order of seniority.

- F. In the event of seventy-two (72) hours notice, or greater, of an absence for **activity runs** which have already been assigned to a unit member, such absence shall be filled with another available unit member. This process shall be accomplished through a voluntary rotational sign-up list established for this purpose,

G. **Extra Duty Assignments:**

1. Contract drivers will be utilized on an equitable rotating basis for extra duty assignments. Extra driving assignments will be at a **rate of \$13.50 per hour**. A week starts with Sunday and ends with Saturday. Extra duty assignments are defined as sports trips, class trips field trips, **garage work (filing, cleaning/washing busses, etc.)**. A voluntary sign up list will be established for this purpose at the beginning of each school year. This list shall be in order by seniority. Another list containing the list of known assignments shall also be posted. Drivers shall be given an opportunity to sign up for the known assignments on a rotating basis and according to seniority.
  2. This assignment by seniority procedure need not be followed where the transportation coordinator has been given less than 48 hours advance notice (excluding non-work days) of the need for a driver for an extra duty assignment. Drivers will be notified 48 hours in advance of said extra duty assignments when possible.
  3. Drivers acceptance of an extra assignments is considered firm and no less than a 24 hour notice is required should a driver be unable to accept the assignment. Three acceptances refused without good and sufficient reason during the school term shall result in the removal of that person from the list for the remainder of that term. The removal from the list will only be for assignments signed up for and not for less than 24 hour offers of assignments.
  4. The only time a driver would be pulled out of rotation, is if they find they are unable to do a run because of lost hours during the pay period. If this happens, the next driver to go out on a trip will be the driver in rotation not necessarily the driver under the one pulled from rotation. It is the responsibility of the driver to notify the Transportation Coordinator that she/he is available for additional runs. For trips one hour each way or longer, the transportation coordinator will assign newer buses to minimize the risk of equipment failure. In that all newer buses are equipped with air brakes, a driver must possess the air brake endorsement to their license to qualify for assignment to one of these trips.
- H. If drivers have signed up for an extra-duty assignment, and not all of the drivers are needed, the driver(s) **at the bottom of the rotation list** will be sent home. If some drivers have **voluntarily** signed up for the extra-duty assignment and some drivers have been assigned by the coordinator, the driver(s) with the least amount of seniority who has been assigned the run by the coordinator will be sent home. Any driver who arrives for a trip and is not needed shall receive two (2) hours compensation.
- I. **Any driver signed up for extra duty assignments will be responsible for verifying their**

**individual assignments from the extra duty assignments sheets.**

## ARTICLE V

### LEAVES OF ABSENCE

- A. All extended leaves for employees will be considered on a case-by-case basis by the Board of Education. The employee interested in obtaining an extended leave, should apply to the Board in writing. The application should be forwarded to the Office of the Superintendent of Schools no later than ninety (90) days before the employee wishes to commence his or her leave. The employee should state on the application, the date the leave is to commence, the reason for the leave and the length of the leave requested.
- B. No leave will be approved for more than one (1) calendar year at any one time. The Board will notify the employee of its decision no later than fifteen (15) days before the commencement of the employee-s requested leave. If, after an employee has been granted a leave, the employee wishes an extension of that leave, the request for the extension of the leave shall be made in writing to the Superintendent of Schools who will refer the request to the Board. The request for an extension of leave must be made at least forty-five (45) calendar days before the termination of the existing leave granted by the Board.
- C. In emergency situations the employee should contact the Board of Education or the Superintendent of Schools no later than fifteen (15) days before the commencement of the requested leave. The Board will expedite consideration of emergency leaves of absence, provided there is fifteen (15) days notice and it is properly processed in writing with the Superintendent of Schools.
- D. All leaves will be granted at the discretion of the Board of Education.
- E. The following types of extended leaves of absence are available:
  - 1. Military Leave  
Military leave without pay shall be granted in accordance with all applicable statutory requirements.
  - 2. Disability Leave (Including Pregnancy Leave)
    - a. An employee who anticipates disability shall so notify the Superintendent as soon as the employee is under medical supervision for the condition and a date is projected for the anticipated disability. Because of the potentially disabling nature of pregnancy and the certainty of temporary disability at birth, the Board will presume that a pregnant employee is disabled for work thirty days before the anticipated date of childbirth and continues to be disabled for thirty days after parturition, except that any such employee who presents medical certification of her fitness may continue to work until she is actually disabled and may return to work as soon as she is able.
    - b. An employee who anticipates a disability may request a leave of absence to commence before and to extend beyond the period of disability. Any such request shall be subject to Board discretion. An employee on voluntary leave of absence is not eligible for sick leave pay for disability

occurring during the period of absence.

- c. The Board, in its discretion, may require a review and examination of the employee-s condition by a Board selected physician as to the employees fitness to continue in employment. If, as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on sick leave for the duration of the disability with such compensation, if any, to which the employee is entitled under the terms of the agreement. The opinion of a third unrelated physician, as selected by the parties, shall govern in cases of disagreement between the employee-s physician and the Board selected physician as to the employees medical condition.

3. Leave Under the Family Leave Act

- a. Leave to provide care as the result of the birth or adoption of a child or a serious health condition of a family member (as defined in the Act) or the employee is available to eligible employees pursuant to the Federal Family and Medical Leave Act and the New Jersey Family Leave Act N.J.S.A. 34:1 IB-1, et seq. Any such leave shall be in accordance with all statutory requirements and procedures.
- b. Pursuant to the Act, eligible employees are entitled to take up to a maximum of twelve (12) weeks of leave in a 12 month period. The 12 month period commences with the beginning of the leave.
- c. Pursuant to the requirements of the Act, the Board will maintain in effect, for up to the maximum 12 week duration of leave under the Act. The employee-s health insurance coverage as if the employee had continued in active employment.
- d. Employees desiring family leave must submit a leave request indicating the starting and ending dates of the leave.
  - (i) Leave for Maternity/Child Rearing Purposes  
Requests for family leave taken for the birth or adoption of a child shall be submitted at least 30 days prior to the anticipated commencement of the leave, except in cases of medical emergency. Leave must be taken consecutively and must begin within one year of the adoption or birth.
  - (ii) Leave to Care for Family Member with Serious Health Condition  
An employee requesting family leave to be taken for the serious medical condition of a family member shall provide at least fifteen (15) days prior notice to the commencement of the leave, except where emergency circumstances warrant shorter notice. The leave request shall include a prearranged commencement and expiration date. The leave may be taken consecutively or intermittently, depending upon the legitimate needs of the employee.
- e. An employee desiring to take leave in excess of the maximum 12 weeks

allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Such additional leave may be granted at the discretion of the Board. Generally leave granted shall not exceed one (1) year, unless by special permission granted by the School Board at its discretion after consideration of an individual case,

- f. No salary shall be paid to any employee on leave under the Family Leave Act, nor shall any rights or benefits accrue during the period of leave.
- g. Upon return to employment following leave under the Family Leave Act, the school shall offer the job held by the employee before going on leave or a substantially equivalent position, except as his/her entitlement to a position may have been affected by a reduction in force.
- h. The Board shall require the certification of the health care provider verifying the purpose of the requested family leave. In the event the Board doubts the validity of the certification, the employee shall obtain the opinion of a second health care provider approved by the Board. If the certification and opinion disagree, the employee shall, at Board expense, obtain an opinion from a third health care provider approved by both the employee and the Board,
- i. The opinion of the third health care provider shall be final and binding.

F. Doctor's note required following a medical leave.

## ARTICLE VI

### SICK LEAVE

- A. Each employee shall be entitled to ten (10) days of sick leave per year. A doctor's certificate may be required at the discretion of the Superintendent or the Board of Education. If the employee has worked for the district less than one full year, one (1) day of sick leave for each month of employment may be granted at the discretion of the Superintendent. Sick leave shall accumulate from year to year. Employee's sick leave shall be paid on days that their respective, regularly assigned run is in scheduled operation.
- B. The Board Secretary's Office will provide to each employee of the Transportation Department an accounting of the number of sick days each employee has remaining on the first payroll period in September of each school year.
- C. Any employee who completes eighteen (18) consecutive years of employment with the District who has accumulated unused sick leave will be eligible for this benefit upon retirement from the district. Retirement shall be defined as the completion of all retirement requirements for the processing of a pension under the New Jersey Public Employees Retirement System. Each employee with unused sick days at the time of retirement will be eligible for a reimbursement of **thirty-five (\$35.00)** for each unused day, maximum **\$5000**. The per day amount will be pro-rated for drivers working less than 25 hours per week in their last year of employment in the district. Pro-ration will be based on the percent compared to full time, which is twenty-five (25) hours. Should an employee die anytime prior to receipt of such payment, payment shall be made to his or her estate.

### EXAMPLE

$(20 \text{ hours per week}) / 25 = .8 \times \$30.00 \text{ per day} = \$24 \text{ per sick day}$

- D. Drivers and Attendants working during morning runs and are unable to complete the afternoon runs because of illness will be paid for the hours worked and deducted one half (1/2) sick day with total pay at a maximum of one full day's pay

## ARTICLE VII

### TEMPORARY LEAVES OF ABSENCE

- A. Bereavement Leave - An allowance of up to three (3) days shall be granted for a death in the immediate family. The immediate family shall be defined as: father, mother, spouse, child, step-child, brother, sister, grandparent, mother-in-law, father-in-law or any legally domiciled member of the immediate household. An allowance of (1) day shall be granted to attend the funeral of other blood relatives of the employee not listed above, as well as the following non-blood relatives:

Sister-in-law  
Brother-in-law  
Daughter-in-law  
Son-in-law

- B. Personal Leave - An employee may request up to three (3) days unchallenged personal leave per year. Personal leave may be utilized in 1/2 day increments. The request for personal leave will be made with three working days notice, other than extreme emergencies, on the form provided by the Office of the Superintendent and the approval of the Superintendent must be given prior to the commencement of such leave. A maximum of two (2) contracted employees per day will be approved for personal leave.

In cases of extreme emergency, the employee shall telephone the Coordinator or Superintendent with completion of the appropriate form upon return. Drivers working during morning runs and are unable to complete the afternoon runs due to an personal emergency will be paid for the hours worked and deducted one half (2) personal day with total pay at a maximum of one full days pay.

Every absence of employees of the Board of Education must be accounted for in writing and reported to the Board Secretary for proper payroll accounting and auditing and for protection of the employee. If the employee does not properly report an absence, then the employee will suffer a day's deduction in wages for each day involved in the absence. An absence which is for a purpose not enumerated above and not covered by sick leave, shall result in the deduction of one (1) days pay for each day of absence.

Any unused personal leave days shall be converted to sick leave days.

Personal day approvals shall not border a national or school holiday.

**Within five (5) days of submitting the request, employees shall receive written confirmation on decisions regarding their personal day requests.**



## ARTICLE VIII

### HOSPITALIZATION

#### A. Medical

1. The Board of Education agrees to provide Aetna US Healthcare Patriot V as the plan of choice, or a plan of equal or greater benefits for the members of the unit and their legal dependents. Members who currently have Patriot X for the 04-05 school year will be grandfathered. The Board will pay 100% of the premium, effective with the signing of the contract.  
Patriot V - Primary doctor co-pay - \$5, specialist copay - \$15, mental health \$25 copay/30 visits, ER copay - \$50.  
Patriot X - Primary doctor co-pay - \$ 10, specialist copay -\$25 and change ER copay - \$50.
2. Effective September 1, 2008, reimbursement for co-pay costs for doctor's visits will be eliminated.
3. Eligibility for Health Benefits shall be 25 hrs. for all employees hired after July 1, 1999. Current employees shall be grandfathered at current benefit status.
4. If an employee waives medical coverage, the Board will contribute \$1,000 to a cafeteria plan or pay the employee \$1,000 in cash. If the employee elects to receive cash, this will be taxable compensation to the employee. Employees who elect to waive medical coverage must provide proof of coverage with their spouse. New employees hired during the year who elect to waive medical coverage, will receive compensation on a prorated basis beginning with the date of eligibility for health coverage.

#### B. Prescription

1. For the duration of this Agreement, the Board will provide a prescription plan through Aetna/US Healthcare (Prescription Rider Plan). The plan will be a formulary plan. Effective upon ratification, prescription co-pays shall increase to \$10/20/35/2x. There will be no employee contribution toward the premium. An employee wishing to participate in the prescription plan must also participate in the Aetna/US Healthcare health plan.
2. Eligibility for this benefit will be the same as in Medical 1(a) above.

#### C. Dental

1. The Board of Education will contribute 90% of the cost of Delta Premier plan, effective with the signing of the contract, who participate in the Board administered Dental Program which is to be purchased and administered by the Board of Education. Ten percent (10%) of the premium will be assumed by those participating in the plan. There will be no change in coverage.
2. The Board will pay 100% of the Delta Preferred plan. Employees will have the

option of buying up to an Enhanced Delta Preferred plan with the following plan design:

- a. Preventative and Diagnostic- 100%
- b. Remaining Basic Services - 80%
- c. Calendar Year Maximum - \$1,500

For employees selecting the Enhanced Delta Preferred plan, the employee will pay, through payroll deduction, the difference in the rate per year from the basic Preferred plan to the Enhanced Preferred plan.

- D. The Board of Education reserves the right to change insurance carriers as long as substantially similar coverage, by a district-wide carrier, is provided.

## ARTICLE IX

### PERFORMANCE EVALUATION

- A. Evaluation of employee performance will be conducted by an appropriate supervisor or administrator on at least two (2) occasions during the contract year. An employee will receive a written evaluation sheet after the completion of the necessary evaluation activities. If the employee wishes to discuss the supervisory comments on the evaluation sheet, the employee should contact the immediate supervisor and make an appointment for said discussion. Any disagreements the employee has with the evaluation should be made known to the immediate supervisor during this conference.
- B. All conferences held in connection with the article will be held in strict confidence and not in the presence of other members of the bargaining unit or other employees of the district.
- C. The employee shall affix his or her initials to the evaluation report once the evaluation conference has been completed.
- D. **No employee shall be reprimanded in the presence of colleagues, students, parents, or other members of the public.**

## **ARTICLE X**

### **PERSONNEL FILES**

An employee, upon request to the Superintendent, may review his or her individual personnel file. The request should be made in writing to the office of the Superintendent and the Superintendent, after receiving the request, will arrange for an appropriate time for the employee to review the personnel file.

## ARTICLE XI

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association, in response to reasonable requests from time to time, all available public information that is relevant to negotiations.
- B. Representatives of the Association and the New Jersey Education Association shall be permitted to meet with members of the bargaining unit on school property at reasonable times provided that these representatives identify themselves to the office of the Superintendent upon their entrance on to school property and provided discussions between representatives and the members of the unit, in no way interrupts normal transportation work operations.
- C. The Association shall have the right to use school buildings after school hours, for the purpose of conducting Association meetings. The Association shall secure permission for use of the room from the building principal prior to its utilization.

## **ARTICLE XII**

### **WORK RULES**

- A. The Board of Education and its administrators will promulgate work rules to be followed by the employees of the Transportation Department. These work rules will be reviewed and revised, if necessary, on an annual basis. Each employee of the Transportation Department shall receive a copy of the work rules of the department at the commencement of each work year.
- B. Fifteen (15) days in advance of the issuance of any work rules or revisions or amendments to existing work rules, the employees of the department will receive a copy of the new work rules and any revisions, amendments or corrections. The employees will be requested and encouraged to comment on these work rules or changes and revisions and reply to the Board of Education and its Superintendent at least five (5) days before the first day of work in each school year. The final adoption of the work rules will be at the discretion of the Board of Education.

## **ARTICLE XIII**

### **WORK PERFORMANCE**

All bus drivers in the Transportation Department will be expected to perform all duties as assigned by the transportation coordinator. This shall include, but not be limited to: bus driving, bus inspection, necessary preventive maintenance checks, vehicle cleaning and other functions as indicated in the Transportation Department Work Rules Handbook. All bus Attendants in the Transportation Department will be expected to perform all duties assigned by their supervisors. This shall include, but not be limited to: assist students while loading and unloading, supervise students, assist students with personal problems on the bus, and other functions as indicated in the Transportation Department Work Rules Handbook.

## **ARTICLE XIV**

### **WORK YEAR**

The work calendar of all employees in its bargaining unit shall be as established by the Board of Education and a work calendar for the school to which the employee has been assigned shall be provided to the employee at the beginning of the work year.



## **ARTICLE XV**

### **HOURS OF WORK**

The hours of work for all employees covered by this contract shall be set forth in the schedules promulgated by the Board of Education through its administrators. The initial hours of work scheduled for each employee shall be posted on the bulletin board in the Transportation Office at the commencement of the school year.

Leave without pay requests shall be submitted for approval at least eight (8) school days in advance of the date(s) requested. No more than two (2) drivers may be off work at the same time.

## **ARTICLE XVI**

### **WORK CONTINUITY**

The Association agrees that during the duration of this agreement, there shall be no strikes, work stoppages or other concerted refusal to work by employees covered by this agreement.

## ARTICLE XVII

### MANAGEMENT RIGHTS

The Board reserves to itself full jurisdiction and authority over matters of policy and retains the right, subject only to the specific limitations imposed by the language of this agreement, in accordance with applicable laws and regulations to;

1. Direct employees of the school district;
2. Hire, promote, transfer, assign and retain employees in positions in the school district and for just cause, to suspend, to demote, to discharge or to take other disciplinary action against employees.
3. Relieve employees from duty because of lack of work or for other legitimate reasons.
4. Maintain the efficiency of the school district in its transportation operations entrusted to them.
5. Take whatever actions that may be necessary to carry out the mission of the school district in its transportation operations and situations of emergency.
6. To determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment, materials and any other property of the school district.

## **ARTICLE XVIII**

### **CLEANING SUPPLIES**

The Board of Education agrees to see that cleaning supplies will be provided to bus drivers on an as needed basis upon their request and at the discretion of their immediate supervisor. Employees will not be required to wash buses, but will be required to deliver buses to a designated area for bus washing before semi-annual inspections.

## **ARTICLE XIX**

### **MEETINGS**

Mandatory meetings and training sessions for drivers and attendants will be held with the transportation coordinator at least 5 times per year. Meetings will be used for communication, safety training, and any other type of training needed to keep drivers and attendants up to date.

## ARTICLE XX

### SALARY INCREMENTS

- A. The annual increments shall be granted to drivers upon recommendation of the Superintendent, at the discretion of the Board of Education. The employee must have been employed by the Board of Education for at least five (5) months in the previous year to be eligible to receive an annual increment. The increment may be withheld by the Board of Education for cause, such as careless driving, improper care of the bus, lack of cooperation, insubordination or incompetence.
- B. A sub working full time (at least 25 hours) shall have his/her time counted toward the 5 months required for an increment when hired. The employee shall be limited to one incremental movement only.

## ARTICLE XXI

### LONGEVITY

The parties agree that drivers and attendants covered by this contract who have completed ten (10) consecutive years of service for the district, will receive **three hundred dollars (\$300)** above their regular salary as a longevity payment, and employees who have completed twenty (20) consecutive years of service for the district will receive **four hundred and fifty (\$450)** above their regular salary as a longevity payment. Employees currently receiving \$350 in the 04-05 school year with less than 20 year will be grandfathered.

## ARTICLE XXII

### HOLIDAY RUN COMPENSATION

The parties agree that employees required by the school district to transport on holidays will be compensated for such duty as follows:

1. On state mandated legal holidays employees will receive time and one-half for each hour actually worked on the bus run.

- a. State mandated legal holidays are as follows;

Martin Luther King, Jr.	Presidents Day
Memorial Day	Labor Day
Columbus Day	Thanksgiving Day
Good Friday	

2. School bus drivers may be granted leave without pay on these required days mentioned above provided:

- a. That a written request is made to the transportation supervisor at least eight (8) school days prior to the day(s) requested.
  - b. That no more than two (2) school bus drivers may be granted permission on any given day.



## **ARTICLE XXIII**

### **FINGERPRINTING REIMBURSEMENT**

Each employee shall be reimbursed for the cost of fingerprinting following the initial year of licensure.

## **ARTICLE XXIV**

### **SEVERABILITY**

If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect, absent the affected clause.

## **ARTICLE XXV**

### **FULLY BARGAINED CLAUSE**

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this agreement unless the parties mutually agree in writing to reopen negotiations on a specific item.

## ARTICLE XXVI

### DUES DEDUCTION AND AGENCY SHOP

- A. The Board agrees to deduct from the salaries of its employees, subject to this agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.93, as amended.
- B. A check-off shall commence for each employee who has signed a properly dated authorization card, supplied by the Association and verified by the Board Secretary during the month following the filing of such card with the Board.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board either new authorizations from its member showing the authorized deduction for such employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary A check-off authorization® form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board Secretary.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Board. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 51:14-15.93, as amended.
- F. Representation Fee
  - 1. The Association shall, on or before September 5, deliver to the Board, a written statement containing the following:
    - a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4
    - b. A statement that the Association has established A demand and return system® in accordance with the requirements of N.J.S.A. 34:13A-5.4
    - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
    - d. Evidence that the Association enjoys the voluntary membership of at least 50% of the employees covered by the Agreement.
    - e. A list of all bus drivers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the agreement.

2. Beginning with the first full pay period in October, the Board will commence deductions from salaries of employees in accordance with paragraph 3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
3. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck
  - a. In October; or
  - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in the bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transition of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deductions.

## ARTICLE XXVII

### SALARIES

The base salary cost for each year shall be increased by the following amounts inclusive of increment:

**Year One (2017-18)** 3.00% of the 2016-17 base.  
**Year Two (2018-19)** 2.75% of the 2017-18 base.  
**Year Three (2019-20)** 2.50% of the 2018-19 base.

All employees will move to the next step in each year of the agreement.

Wages for drivers shall be:

YEAR 1		YEAR 2		YEAR 3	
Step	2017-18	Step	2018-19	Step	2019-20
1	\$15.96	1	\$16.13	1	\$16.19
2	\$16.15	2	\$16.32	2	\$16.38
3	\$16.58	3	\$16.75	3	\$16.81
4	\$17.01	4	\$17.18	4	\$17.24
5	\$17.41	5	\$17.58	5	\$17.64
6	\$17.84	6	\$18.00	6	\$18.06
7-8	\$18.19	7	\$18.35	7	\$18.41
9	\$18.63	8-9	\$18.79	8	\$18.85
10	\$19.26	10	\$19.42	9-10	\$19.48
11	\$20.13	11	\$20.29	11	\$20.34
11a	\$21.94	11a	\$22.19	11a	\$22.44

Wages for aides shall be:

Step	YEAR 1	YEAR 2	YEAR 3
	2017-18	2018-19	2019-20
1	\$14.27	\$14.52	\$14.77
2	\$14.55	\$14.80	\$15.05

Each employee shall receive a letter of intent to rehire on or about May 15<sup>th</sup>.

## **ARTICLE XXVIII**

### **PAY DATES**

**Bus drivers and Bus Attendants shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of every month on the pay dates as set for twelve (12) month employees.**

## ARTICLE XXIX

### DURATION OF AGREEMENT

This agreement shall be effective from July 1, 2017 and shall continue in full force and effect until June 30, 2020. This agreement shall not be extended orally or in writing without the specific signed consent of both parties. **At the expiration of the contract on June 30, 2020, the parties agree that there shall be no automatic movement on the salary guide for the 2020-21 school year pursuant to the Neptune decision. Salaries and step placement for the duration of the successor contract shall be determined through negotiations between the Board and the Association.**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly signed and attested by:

DELSEA REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION:

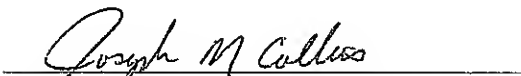
DELSEA REGIONAL HIGH SCHOOL  
DISTRICT TRANSPORTATION  
EMPLOYEES ASSOCIATION:



Mario Christina, Board President  
Negotiations Committee Chairman



Shirley Swanson, Association President  
Negotiations Committee Chairperson



Joseph Collins, Business Administrator  
Board Secretary



Barbara Pagliarini, Association Secretary  
Negotiations Committee Member